RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING THE CITY TO ENTER INTO A COOPERATIVE AGREEMENT (AUTO RENEWING "RESOLUTION" 27-29) WITH TARRANT COUNTY TO PARTICIPATE IN THE COUNTY'S CDBG PROGRAM AND AUTHORIZING THE CITY TO ENTER INTO A JOINT AGREEMENT FOR THE ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT WITH TARRANT COUNTY.

WHEREAS, the City of Burleson, Texas ("City"), is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, has accepted a designation by the United States Department of Housing and Urban Development (HUD) as a metropolitan city eligible to receive direct entitlement of Community Development Block Grant (CDBG) funds for the FY 2027-2029 program years; and

WHEREAS, the City Council desires that the City enter into a cooperative agreement (auto renewing "Resolution" 27-29) with Tarrant County, hereinafter called "County", to participate in the County's CDBG program as a metropolitan city eligible to receive direct entitlement of CDBG funds in accordance with 24 CFR 570.308; and

WHEREAS, the City Council desires that the City enter into a joint agreement with the County for the administration of the community development block grant;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, THAT:

Section 1.

The City Council hereby approves the City entering into a cooperative agreement (auto renewing "Resolution" 27-29) with the County and further approves the City entering into a joint agreement with the County for the administration of the community development block grant. The City Manager, Tommy Ludwig, is hereby authorized to execute on behalf of the City any and all documents necessary to (i) enter into the cooperative agreement (auto renewing "Resolution" 27-29) with the County, and (ii) enter into the joint agreement with the County for the administration of the community development block grant, a copy of which is attached to this resolution as Exhibit A.

Section 2.

This resolution shall take effect immediately from and after its passage.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO LEGAL FORM:

_____
E. Allen Taylor, Jr., City Attorney

Exhibits:

Exhibit A - joint agreement with Tarrant County for the administration of the community development block grant.

Exhibit A

JOINT AGREEMENT FOR ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TARRANT	§	

The **CITY OF BURLESON**, hereinafter called "City", has accepted a designation by the United States Department of Housing and Urban Development (HUD) as a metropolitan city eligible to receive direct entitlement of Community Development Block Grant (CDBG) funds for the FY 2027-2029 program years, and

The **CITY OF BURLESON** has entered into a cooperative agreement (auto renewing "Resolution" 27-29) with **TARRANT COUNTY**, hereinafter called "County", to participate in the County's CDBG program as a metropolitan city eligible to receive direct entitlement of CDBG funds in accordance with 24 CFR 570.308, and

The City and the County have agreed to cooperate to undertake, or assist in undertaking, essential community development and housing assistance activities in and for the benefit of the City, as approved and authorized between the parties in the CDBG Agreements, including the Consolidated Plan.

The City understands and has agreed that it may not apply for grants under the State CDBG Program for the fiscal years during the period in which City participates in the County's CDBG Program. The County agrees that the CDBG funds that the City is entitled to will be utilized to benefit the City.

This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Program, the HOME Program, and the ESG Program. The City understands and agrees that it may receive a formula allocation under the HOME and ESG Programs only through the Urban County. This does not preclude the County or the City from applying for HOME or ESG funds from the State, if the State allows.

This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years **2027**, **2028**, and **2029**, and until funds granted and program income received during the three-year program period are expended and the funded activities completed. Neither the County nor the City may terminate, withdraw, or be removed from the program during the three-year program period.

The City and the County will amend the agreement, if necessary, to meet requirements during the Urban County's three-year qualification period (FY 2027-2029).

The City and the County shall not terminate or withdraw from the agreement while it remains in effect. The County may transfer the program income to the Metropolitan City, upon its termination of Urban County participation, provided that the Municipality begins participating as an independent CDBG Entitlement grantee and agrees to use the program income in its own CDBG Entitlement program.

The City and the County shall take all actions necessary to assure compliance with the County's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, that the grant will be conducted and administered in conformity with: Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR Part 1; the Fair Housing Act, and the implementing regulations at 24 CFR Part 100, and will comply with the obligation to affirmatively further fair housing; and Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 6, which incorporates: Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR Part 8; Title II of the Americans with Disabilities Act of 1974, and the implementing regulations at 28 CFR Part 35; the Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146; Section 3 of the Housing and Urban Development Act of 1968; Uniform Relocation and Real Property Policies Act of 1970 and the implementing regulations at 49 CFR Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 42; and all other applicable Urban County funding in no event will be used for activities in, or in support of, any cooperating unit of general local government that impedes the County's actions to comply with the County's fair housing certification and duty to affirmatively further fair housing.

The City and the County have adopted and are enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. (2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of non-violent civil rights demonstrations within its jurisdiction.

Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to sub recipients, including the requirement of a written agreement as described in 24 CFR 570.503.

The City and the County understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

This **JOINT ADMINISTRATIVE AGREEMENT** is made and entered into by and between the City Council of the **CITY OF BURLESON** and **TARRANT COUNTY** and the parties hereby AGREE as follows:

1. Scope of Term of Services. The County through this Joint Administrative Agreement agrees to administer on behalf of the City of BURLESON all activities and requirements of federal, state and local law, and rules and procedures of the United States Department of Housing and

Urban Development with regard to the City's Community Development Block Grant entitlement program for the Fiscal Years 2027 through 2029.

2. Distribution of CDBG. The City shall indirectly receive CDBG entitlement program funding from the County as an entitled metropolitan city through approved projects. The amount of funding shall be at least EIGHTY PERCENT (80%) of the total annual City's entitlement allocation as a metropolitan city from HUD.

3. Duties of County. The County shall be responsible for administering all activities related to the City CDBG entitlement program in accordance with 24 CFR 570.500 Subpart "J" Grant Administration, 24 CFR 570.501(b), and 24 CFR 570.503.

4. Duties of the City. The City will approve all City CDBG entitlement program funding decisions. The City will determine specific programs, projects, or any other uses to the extent permitted and consistent with HUD eligible activities.

5. Administrative Expenses. The County shall retain, for HUD eligible reimbursable administrative costs, an amount not to exceed TWENTY PERCENT (20%) of the total annual HUD allocation under 570.205, 570.206 and OMB Circular A-87 and A-133.

This Joint Administrative Agreement is executed on behalf of the **CITY OF BURLESON** and **TARRANT COUNTY** by its duly authorized officials.

CITY OF BURLESON	**TARRANT COUNTY, TEXAS**
_____	_____
Tommy Ludwig, CITY MANAGER	Tim O'Hare, COUNTY JUDGE
DATE:_____	DATE:_____

_____
Approved as to Form*

***By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).**